Exhibit 1



Service of Process Transmittal

04/11/2019

CT Log Number 535277749

TO:

Joseph Anderson, Corporate Attorney

MYR Group Inc. 12150 E 112th Avenue Henderson, CO 80640

RE:

Process Served in Alaska

FOR:

Sturgeon Electric Company, Inc. (Domestic State: MI)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:

WILLIAM EDELEN, PLTF. vs. STURGEON ELECTRIC, INC., ET AL., DFTS.

DOCUMENT(S) SERVED:

SUMMONS AND NOTICE, COMPLAINT, ENTRY, ATTACHMENT(S)

COURT/AGENCY:

Alaska County - District/Superior Court - Anchorage, AK Case # 1905642CJ

NATURE OF ACTION:

Employee Litigation - Wrongful Termination - 03/09/2018

ON WHOM PROCESS WAS SERVED:

C T Corporation System, Juneau, AK

DATE AND HOUR OF SERVICE:

By Certified Mail on 04/11/2019 postmarked: "Not Post Marked"

JURISDICTION SERVED:

APPEARANCE OR ANSWER DUE:

Within 20 days after the day you receive this summons

ATTORNEY(S) / SENDER(S):

William F. Brattain II BAKER BRATTAIN LLC 821 N Street Suite 101 Anchorage, AK 99501

907-277-3232

ACTION ITEMS:

SOP Papers with Transmittal, via UPS Next Day Air, 1ZX212780136443574

Image SOP

Email Notification, Janne Hinz jhinz@myrgroup.com

Email Notification, Laura Denten Identen@myrgroup.com

Email Notification, Kathy Hix khix@myrgroup.com

SIGNED: ADDRESS: C T Corporation System 9360 Glacier Highway

Suite 202

Juneau, AK 99801 213-337-4615

TELEPHONE:

Page 1 of 1 / AS

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

IN THE DISTRICT/SUPERIOR COURT FOR THE STATE OF ALASKA AT ANCHORAGE

WILLIAM EDELEN)
Plaintiff(s),	
vs.	10.051.42 (5
STURGEON ELECTRIC, INC., DAVID	CASE NO. 3AN- 19-05642 CJ
KEZER, and CASEY VANDOR,	SUMMONS AND
Defendant(s).	NOTICE TO BOTH PARTIES OF JUDICIAL ASSIGNMENT
To Defendant: STURGEON ELECTRIC, INC.	<u> </u>
You are hereby summoned and required to file v which accompanies this summons. Your answere Ave., Anchorage, Alaska 99501 within 20 days addition, a copy of your answer must be securepresented) WILLIAM F. BRATTAIN II 821 N Street, Suite 101, Anchorage, AK 99501	er must be filed with the court at 825 W. 4th * after the day you receive this summons. In
If you fail to file your answer within the requiagainst you for the relief demanded in the compl	red time, a default judgment may be entered laint.
If you are not represented by an attorney, you this case, in writing, of your current mailing address and telephone number. You may us <i>Telephone Number</i> (TF-955), available at the clahttps://public.courts.alaska.gov/web/forms/docs, have an attorney, the attorney must comply with	Idress and any future changes to your mailing se court form <i>Notice of Change of Address /</i> erk's office or on the court system's website at

SUMMONS

- 3. Defendant David Kezer is a resident of the State of Alaska
- 4. Defendant Casey Vandor is a resident of the State of Alaska.
- 5. This court has jurisdiction of this claim under Alaska Statute 22.10.020.

FACTS COMMON TO ALL CLAIMS

- 6. Plaintiff incorporates by reference paragraphs 1 through 5 as though fully set forth herein.
- 7. Mr. Edelen was hired as a Project Manager on or about February 5, 2018 and the conditions of his employment were more particularly set forth in an employment contract which incorporated the Outside Agreement between Local Union 1547 IBEW and the Alaska Chapter, National Electrical Contractors Association, Inc., which was assented to by Sturgeon.
- 8. Mr. Edelen worked competently and diligently as a Project Manager on the Greater Moose's Tooth project on the North Slope (hereinafter "The Project") from February 5, 2018 until March 9, 2018.
- 9. Mr. Edelen was terminated by Casey Vandor, a co-Project Manager on March 9, 2018. This termination was accomplished at the behest of, and/or with the prior knowledge and permission of David Kezer, Alaska District Manager for Sturgeon.
- 10. Mr. Edelen's employment contract required that Sturgeon have both a good faith basis, and just cause for terminating employees.

- 11. Sturgeon did not have a good faith basis for terminating Mr. Edelen.
- 12. Sturgeon did not have just cause for terminating Mr. Edelen.
- 13. Numerous protocols, rules and laws appertaining to termination of employees were violated by Sturgeon, including but not limited to:
 - a. Sturgeon did not have "good cause" for terminating Mr. Edelen.
 - b. Sturgeon did not have "just cause" for terminating Mr. Edelen.
 - c. The decision to terminate Mr. Edelen was arbitrary and capricious, and not based on facts supported by substantial evidence and reasonably believed by the employer to be true.
 - d. The manner in which the termination was carried out was unprofessional, and carried out by Mr. Vandor in a manner calculated to humiliate and defame Mr. Edelen in front of other employees, as well as Sturgeon's client Houston Contracting.
 - e. Sturgeon violated its own internal protocol, as well as the terms of Mr. Edelen's employment contract, in the implementation of the termination.
 - f. After the termination, Sturgeon falsely stated that Mr. Edelen had not been terminated when removed from the project, but only afterwards, due to reduction in force.

g. Mr. Edelen never received notice or adequate warning that his conduct was inappropriate, unprofessional, incompetent, or otherwise unacceptable to Sturgeon.

h. Sturgeon had not set forth any clear rules of conduct, either written or oral, on The Project, nor had it set forth consequences for violating any such rules.

- i. The asserted rationale for Mr. Edelen's removal and termination was not related to efficient and safe operations on The Project.
- j. The asserted rationale for Mr. Edelen's removal and termination was not related to Sturgeon's stated goals and objectives on The Project.
- k. Sturgeon failed to conduct an investigation of Mr. Edelen's purported conduct before it imposed discipline.
- 1. Any investigation made by Sturgeon of Mr. Edelen's purported conduct was not fair, objective nor timely, did not respect Mr. Edelen's rights to due process and union representation under his contract, and was not made objectively without rush to judgment.
- m. Sturgeon's investigation, if one was made, did not produce substantial evidence of guilt or violation on the part of Mr. Edelen.
- n. Sturgeon did not act evenhandedly and without discrimination in its treatment of Mr. Edelen. Rather, its application of the rules to Mr. Edelen was discriminatory and

selective, and Mr. Edelen was treated disparately from other employees by Sturgeon.

- o. The penalty placed on Mr. Edelen was not reasonably related to any possible offense or violation that Mr. Edelen is alleged to have committed.
- p. If Sturgeon had a policy in place that was violated by Mr. Edelen, it did not ever make Mr. Edelen aware of it.
- q. If Sturgeon had a policy in place that was violated by Mr. Edelen, it was not reasonable.
- r. If Sturgeon had a policy in place that was violated by Mr. Edelen, Sturgeon never investigated in a fair and objective manner to determine if Mr. Edelen actually violated it.
- s. No substantial evidence exists that Mr. Edelen ever violated Sturgeon policy.
- t. If Sturgeon had a policy in place that was violated by Mr. Edelen, that policy was not consistently applied to other Sturgeon employees.

FIRST CAUSE OF ACTION (Breach of Contract and Wrongful Termination)

- 14. Plaintiff incorporates by reference paragraphs 1 through 13 as though fully set forth herein.
- 15. Mr. Edelen's contract prohibits Sturgeon for terminating him without proper cause.
- 16. Sturgeon did not have proper cause to terminate Mr. Edelen.

- 17. Sturgeon's termination of Mr. Edelen violated the terms of its employment contract with him.
- 18. Sturgeon had a duty of good faith and fair dealing in its employment relationship with Mr. Edelen, which requires Sturgeon to act in a manner which a reasonable person would regard as fair.
- 19. Sturgeon's termination of Mr. Edelen's employment violated the duty of good faith and fair dealing that it owed to him.
- 20. Sturgeon's violation of the terms of its contract, and its breach of the duty of good faith and fair dealing has caused damages to Mr. Edelen.
- 21. Sturgeon is responsible to pay for all damages suffered by Mr. Edelen as a result of the termination of his employment with Sturgeon.

SECOND CAUSE OF ACTION (Defamation)

- 22. Plaintiff incorporates by reference paragraphs 1 through 21 as though fully set forth herein.
- 23. Prior to his termination, management and key employees made false and defamatory statements about Mr. Edelen, including but not limited to statements that Mr. Edelen was trying to "wobble" the job, that he was irrational and dangerous, that he was not a team player, and that he was not performing his job competently.

- 24. Said statements were made to other Sturgeon employees and to employees and management of other companies, including Sturgeon's client, Houston Contracting, and the owner of the project, Conoco.
- 25. After his termination, employees and management of Sturgeon continued to make false and defamatory statements about Mr. Edelen to other employees, the client, and the owner of the project.
- 26. The termination itself was conducted in the presence of Sturgeon's client, Houston Contracting, and done in a manner which clearly expressed that Sturgeon considered Mr. Edelen to be irrational and dangerous. Statements to this effect were also voiced by management to management of Houston Contracting.
- 27. The foregoing statements made by the employees of Sturgeon were made with the full knowledge of management, and the employees were not corrected nor disciplined for making them; on the contrary, Sturgeon management encouraged the employees to gossip and make said statements to others.
- 28. The foregoing statements and conduct by Sturgeon, its employees and management, constituted unprivileged publications to a third party.
- 29. The foregoing statements and conduct by Sturgeon, its employees and management were made with negligence, recklessness, or intent.

REQUESTED RELIEF

WHEREFORE, plaintiff prays as follows:

- 1. For entry of judgment against the defendant for damages in an amount to be determined at trial but in excess of \$250,000;
- 2. For reinstatement of his job together with back pay, front, and other fringe benefits to which he was otherwise entitled;
 - 3. For costs, interest and attorney fees; and
- 4. For such other and further relief as the court deems just and proper.

Date:03132019

BAKER BRATTAIN LLC

By:

Maska Bar Association 7305007 Attorney for Plaintiff

Type of Action		For Court Use Only	
	ck the box that best describes the case. Mark one box only.	Case Type	Action
	district court cases, use form CIV-125D.	Case Type	Code
Do	mestic Relations		
	Divorce With Children (or Pregnant)	Div or Cust w/Children	CISDVC
	Divorce Without Children	Divorce Without Children	CISDIV
	Uncontested Divorce With Children (or Pregnant)	Div or Cust w/Children	CISUDVC
	Uncontested Divorce Without Children	Divorce Without Children	CISUDIV
	Custody (Unmarried Parents)	Div or Cust w/Children	CISCUS
	Uncontested Custody (Unmarried Parents)	Div or Cust w/Children	CISUCUS
	Visitation by Person Other than Parent	Domestic Relations Other	CIVIS
	Property Division – Unmarried Partners	Domestic Relations Other	CISPROP
	Legal Separation With Children (or Pregnant)	Legal Separation	CICLS
	Legal Separation Without Children	Legal Separation	CISLS
	Annulment	Domestic Relations Other	CIANNUL
	Paternity - Establishment	Domestic Relations Other	CISPAT
	Paternity - Disestablishment	Domestic Relations Other	CIDPAT
	Genetic Testing - Failure to Comply with Order for Testing	Domestic Relations Other	CIOSCP
	Administrative Child Support Order - Modification or Enforcement	Domestic Relations Other	CIPCS
	PFD or Native Dividend Case	Domestic Relations Other	CIPND
	Foreign Support Order - Registration, Modification or Enforcement under AS 25.25	Domestic Relations Other	CIUIFSA
	Foreign Custody Order – Registration, Modification or Enforcement under AS 25,30	Domestic Relations Other	DR483
	Both Foreign Custody & Support Order – Registration, Modification or Enforcement under AS 25.30 and AS 25.25	Domestic Relations Other	CIFCS
1	Foreign Domestic Relations Order (Not Custody or Support) – Registration, Modification or Enforcement	Domestic Relations Other	CIDRFJ
	Idiord/Tenant		<u> </u>
	Eviction (May Include Rent or Damages)	Eviction-Superior Court	CISFED
	Other Landlord/Tenant (No Eviction)	Civil Superior Court	CISLT
	bt/Contract	Civil Superior Court	CLOCI
<u>nei</u>	Debt Collection	Civil Superior Court	CISDEB
		Civil Superior Court	CISCLAIM
┯╂	Claim by Buyer Against Seller of Goods/Services Employment – Discrimination	Civil Superior Court	CISEMPD
굯	Employment - Other Than Discrimination	Civil Superior Court	CISEMP
싁	Other Contract	Civil Superior Court	CISOCT
	al Property Actions	Livit Juperior Court	
Kei		Civil Superior Court	CISCNDM
-	Condemnation	Civil Superior Court	
-	Foreclosure Outet Title	Civil Superior Court	CISFOR
-+	Quiet Title	Superior Court Misc Petition	CISTAX
-	Real Property Tax Foredosure	Civil Superior Court	CISREM
	Other Real Estate Matter	I Civil Superior Court	CLUNCI'I
101	eign Judgment		1
	Registration of Foreign Judgment – SEE DOMESTIC RELATIONS FOR FOREIGN SUPPORT/CUSTODY ORDERS	Foreign Judgment Superior Ct	CISFOJ

CIV-125S (1/19)(cs) CASE DESCRIPTION FORM - SUPERIOR COURT Page 1 of 2

CASE DESCRIPTION - SUPERIOR COURT

Case	Number:	

Type of Action	For Court Use Only	
Check the box that best describes the case. Mark one box only. For	Case Type	Action
district court cases, use form CIV-125D.	Coac Type	Code
Tort		
Wrongful Death	Civil Superior Court	CISPID
Automobile Tort (But Not Wrongful Death)	Civil Superior Court	CISIDA
Claim Against Owner of Real Property for Personal Injury	Civil Superior Court	CISPIO
Product Liability	Civil Superior Court	CISPL
Intentional Tort (e.g., assault, battery, vandalism)	Civil Superior Court	CISIT
Slander/Libel/Defamation	Civil Superior Court	CISSLD
Other Tort	Civil Superior Court	CISIDO
Approval of Minor Settlement – Civil Petition May also be filed as probate case.	Superior Court Misc Petition	CISPET
Malpractice		
Legal Malpractice	Civil Superior Court	CISLMP
Medical Malpractice	Civil Superior Court	CISMMP
Other Malpractice	Civil Superior Court	CISOMP
Other Civil		
Election Contest or Recount Appeal	Civil Superior Court	CISELE
Change of Name - Adult	Change of Name	CICON
Change of Name - Minor	Change of Name	CICONM
Confession of Judgment	Civil Superior Court	CISCCONF
Structured Settlement – AS 09.60,200	Superior Court Misc Petition	CISSS
Administrative Agency Proceeding – Request for Court Assistance	Superior Court Misc Petition	CISWRNT
Arbitration - Action Under Uniform Arbitration Act	Civil Superior Court	CISAP
Fraud	Civil Superior Court	CISFRAUD
Unfair Trade Practice and Consumer Protection	Civil Superior Court Clerk: Issue form CIV-128	CISUTP
Writ of Habeas Corpus	Civil Superior Court	CIWHC
Fish & Game - Abatement & Forfeiture of Equipment	Superior Court Misc Petition	CISAF
Appointment of Trustee Counsel	Superior Court Misc Petition	CISTC
Action Under Alaska Securities Act	Civil Superior Court	CISASA
Other Superior Court Complaint	Civil Superior Court	CISOCI
Other Superior Court Petition	Superior Court Misc Petition	CISPET
Post-Conviction Relief to Superior Court		
Post-Conviction Relief	Post-Conviction Relief-Sup Ct	CISPCR
Appeal to Superior Court - From Administrative Agency		
Election Contest or Recount Appeal – SEE OTHER CIVIL		
DMV Appeal	Appeal from Admin Agency	CIADDMV
Employment Security Appeal	Appeal from Admin Agency	CIADRESA
Administrative Agency Appeal - Other	Appeal from Admin Agency	CIADR
CSSD License Review Action	Petition for Review or Relief	CICSED
Petition for Review from Administrative Agency	Petition for Review or Relief	CIPRA
Petition for Relief from Administrative Agency – AS 44.62.305	Petition for Review or Relief	CIPRLF
Appeal to Superior Court - From District Court		
Civil Appeal	Appeal from District Court	CIACI2
Criminal Appeal	Appeal from District Court	CIACRM
Minor Offense Appeal	Appeal from District Court	CIAMO
Small Claims Appeal	Appeal from District Court	CIASC
Petition for Review from Civil, Criminal, or Minor Offense Case	Petition for Review or Relief	CIPRD2
Petition for Review from Small Claims	Petition for Review or Relief	CIPRSC

CIV-125S (1/19)(cs)
CASE DESCRIPTION FORM - SUPERIOR COURT

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STURGEON ELECTRUC, INC. C/O CT CORPORATION SYSTEM 9360 GIACIEC HWY # 202 Juneau, AK 99801

BAKEZ BRATTAIN, U.C. 821 N Street, Guite #101 Anchorage, ax 99501